

Memorandum of Understanding
Between the
NASA Lyndon B. Johnson Space Center
And
Space Family Education, Inc.

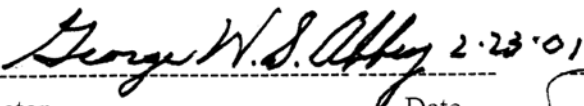
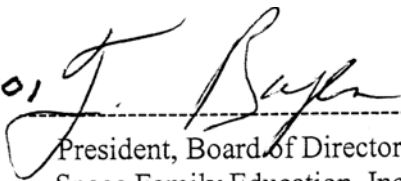
The National Aeronautics and Space Administration, acting through the Director of the Lyndon B. Johnson Space Center (JSC), hereinafter referred to as "Government," under the authority of Sections 203 (c) (5) and 203 (c) (6) of the National Aeronautics and Space Act of 1958, as amended, and NPD 1050.1F, in consideration for the operation by Space Family Education, Inc., a Texas nonprofit corporation, hereinafter referred to as "Licensee," of a child care facility on the JSC site in accordance with the below noted terms and conditions, hereby agree as follows:

1. This agreement shall become effective upon signature of both parties and shall remain in effect for five (5) years from that date.
2. During the term of this agreement, Licensee shall have the rent-free use of Building Number's 210A and 211; (211: New Childcare Facility, 210A: small temporary building adjacent to the main child care facility) any real property additions to said Building's 210A or 211, and the real property adjacent thereto, as said real property is described in Exhibit A hereto. Upon the termination of this agreement and extension's, Licensee agrees to return the use of Building's 210A and 211, and the adjacent real property to the Government in the same condition as received, with the exception of fair wear and tear. Licensee acknowledges that no interest in the said real property or any real property additions is intended to be conveyed or received by virtue of this agreement.
3. The reasonably necessary utilities of water, electricity, natural gas, sewage, and local telephone service will be furnished by the Government to said Buildings 201A and 211 at no cost to Licensee, based on the ability of the Government to provide named services.
4. Other than the value of the items furnished in paragraphs 2, 3, and 12, and the costs associated with the performance of the separate agreements noted in paragraph 11 below, the Government shall bear no costs of the operation of the childcare facilities.
5. In all of its activities on, or related to JSC, the Licensee agrees to abide by all applicable Federal, State, and local laws and regulations, as well as applicable policies of NASA and JSC.
6. In types of coverage and amounts of coverage subject to the approval of a designee of the Director of JSC, the Licensee agrees to purchase and maintain insurance to cover the operations of the child care facility, said insurance to include the U.S. Government, its officers and employees, and agents, as additional insureds.

7. In consideration for the use of JSC facilities, and/or services provided by JSC or JSC contractors under this agreement, Licensee waives and agrees not to make any claims against the U.S. Government or U.S. Government contractors or subcontractors, for damages arising as a result of activities under this agreement, whether such damage is caused by negligence or otherwise. In addition, Licensee agrees to indemnify and hold the U.S. Government or U.S. Government contractors and subcontractors harmless from any claim, judgment, or cost arising from the injury to or death of any person, or for damage to or loss of any property, including U.S. Government property, as a result of activities under this agreement, whether such damage is the result of negligence or otherwise caused by the U.S. Government or a U.S. Government contractor or subcontractor, or by Licensee, through its employees, agents, contractors, or principal investigators, whether such damage is caused by negligence or otherwise.
8. In the event that (a) the Licensee fails to comply with any term or condition of this agreement, or (b) it is determined by the Director of JSC that the interests of the national space program, the national defense, or the public welfare require the termination of the rights herein granted, the Government shall have the right to such termination to be without cost to the Government.
9. The Licensee agrees that children of JSC Federal employees, including detailed military personnel, shall have first priority, followed by children of JSC contractor employees (second priority) in the use of the childcare facility. Licensee agrees to operate the childcare facility in a manner that fully complies with State of Texas certification requirements and certification requirements of the National Association for the Education of Young Children (NAEYC), and that accommodates the maximum number of children.
10. JSC shall make available personal property to the Licensee to be used by the Licensee in the childcare facility. Such property shall be documented under applicable procedures and used for the childcare facility by the Licensee on a noninterference basis with JSC. Any modifications to Government property by the Licensee shall first be approved by the JSC director of the organization furnishing the personal property.
11. Any necessary additional agreements relating to the child care facilities, i.e., property, maintenance, repairs, and other services between JSC organizations and the Licensee will be negotiated and approved by the JSC directors of the providing organizations.
12. Emergency services such as fire, ambulance, and security, and periodic safety inspections of said buildings shall be furnished by the Government. The Licensee shall provide an emergency action plan and a safety and health plan. Such plans shall comply with the Johnson Space Center Safety and Health Requirements Handbook and require approval by the Safety Reliability and Quality Assurance Directorate.
13. The Licensee agrees that all news/press statements, arising out of activities related to this MOU, shall be reviewed and concurred upon by the JSC Director of Public Affairs, prior to release.
14. The Licensee agrees that, for the duration of this MOU, and while on JSC premises, its employees, agents, contractors, and subcontractors shall comply with all laws and applicable regulations, instructions, and directives including, but not limited to, security, health, food, water, agricultural, environmental and safety.
15. As JSC is owner of the premises, any permits required by the Licensee for their operations and activities, may be required to be filed in JSC's name, with the Licensee named as operator.

Accordingly, in coordination and consultation with JSC, any required Federal, State, or Local (county/city), health, environmental, safety, or other special permits shall be identified by and documents prepared entirely by the Licensee for JSC review prior to any filing. Likewise, SFEI shall not enter into any contract with any party that affects JSC property without the prior approval of an appropriate JSC official.

16. The storage of any hazardous chemicals and wastes on the premises is prohibited.
17. Should any governmental authority or court require corrective action measures for environmental, safety, health, or public nuisance matters resulting from Licensee activities on the premises, the corrective actions, including any fines, costs, plans, and studies shall be the responsibility of the Licensee.
18. U.S. Federal law shall govern this agreement for all purposes, including, but not limited to, determining its validity, the meaning of its provisions, and the rights, obligations and remedies of the parties.
19. Both parties agree to put forth their best efforts and to cooperate in good faith to achieve the objectives of this agreement. However, JSC's resource commitments to the agreement are subject to the availability of appropriated funds and nothing herein may be construed as implying that Congress will appropriate funds at a later date to discharge JSC's obligations hereunder.

	
_____ Director Lyndon B. Johnson Space Center	_____ President, Board of Directors Space Family Education, Inc.
Date	Date

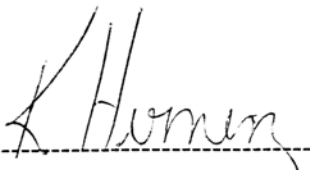
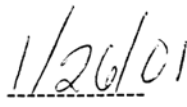
	
_____ Facility Director Space Family Education, Inc.	_____ Date

EXHIBIT A
NASA Johnson Space Center (JSC)
Child Care Facility - Buildings 210A and 2111
2.92-Acre Tract

Being a 2.92-acre tract of land situated in the County of Harris, State of Texas, and being apart of the Sarah Deel League Survey (A-13). Said tract is the land for the above-referenced Child Care Center and is more particularly described as follows:

COMMENCING at a copper weld rod marked 2001 having coordinates $x = 3,240,193.67$ and $Y = 655,0330.52$ (Texas Plane Coordinate System, South Central Zone);

Thence south $23-14'22''$ west 2,263.13 feet to a point in the north line of a 135-foot-wide public road easement for Space Center Boulevard, a 4-lane concrete road with median; said point being the southerly most northwest corner of the Johnson Space Center (JSC) Site;

Thence continuing south $23-14'22''$ west along the westerly property line of the JSC Site, at 437.88 feet pass a point in the south easement line of Space Center Boulevard, at a total distance of 1,296.91 feet, come to a point in the centerline of Avenue B, a 48-foot-wide asphalt street on the JSC Site;

Thence south $66-50'22''$ east 5,002.67 feet along the said centerline of Avenue B to a point of intersection with the centerline of Second Street, a 52-foot-wide asphalt street, with curb and gutter on the JSC Site;

Thence north $23-09'38''$ east 1200.00 feet along the extended centerline of said Second Street to a point;

Thence south $66-50'22''$ east 70.00 feet to a point being the most westerly corner and the POINT OF BEGINNING of the herein described tract of land;

Thence north $23-09'38''$ east 310.00 feet to a point for corner, Thence south $66-50'22''$ east 410.00 feet to a point for corner;

Thence south $23-09'38''$ west 310.00 feet to a point for corner-, Thence north $66-50'22''$ west 410.00 feet to the POINT OF BEGINNING and containing 2.92 acres, or 127,100 square feet of land, more or less.

The above description was based on the Real Estate Map of the Johnson Space Center, drawing number C-JSC-7216, revision 8, a Houston Lighting and Power Company easement as recorded in Volume 4885, page 501, of the Harris County Deed Records of Real Property, Harris County, Texas, and preliminary field investigation.

MEMORANDUM OF UNDERSTANDING
BETWEEN
SPACE FAMILY EDUCATION, INC.,
THE INFORMATION SYSTEMS DIRECTORATE,
THE CENTER OPERATIONS DIRECTORATE, AND
THE SAFETY, RELIABILITY, & QUALITY ASSURANCE DIRECTORATE,
AT THE
NASA JOHNSON SPACE CENTER
HOUSTON, TEXAS

DATE: February 1, 2001

This document has been reviewed and accepted as indicated by designated signatures:

Vicki C. Pendergrass 1/16/01

Vicki C. Pendergrass
Director, Information Systems

Nathaniel Wright 1-23-01

Nathaniel Wright
Director, Center Operations

John H. Casper 1-19-01

John H. Casper
Director, Safety, Reliability, and Quality Assurance

Tim A. Boyes 1/25/01

Tim A. Boyes
President, Board of Directors
Space Family Education, Inc.

Kristy Hirning 1/26/01

Kristy Hirning
Facility Director
JSC Child Care Facility

1.0 PURPOSE

The purpose of this document is to delineate functional duties and responsibilities of pertinent Johnson Space Center (JSC) organizations and to establish policies and procedures for a working relationship to ensure adequate operational support, as well as design, construction, operation, maintenance, and configuration control of Building's 210A and 211, JSC Child Care Facility, and related equipment and systems.

A Memorandum of Understanding (MOU) between Space Family Education, Inc. (SFEI), and the Johnson Space Center, identifies Space Family Education, Inc., as a Texas nonprofit corporation and a "Licensee" of a childcare facility on the JSC site. General agreements of facilities and operational costs are described in that MOU.

2.0 APPLICABILITY

This document applies to Space Family Education, Inc. (SFEI) and to the following JSC organizational elements:

- a. Center Operations Directorate (COD)
- b. Safety, Reliability, and Quality Assurance Directorate (SR&QA)
- c. Information Systems Directorate (ISD)

3.0 POLICY

Funding and implementation of design and construction, which are outlined in JMI 8820.2L, as well as the operation, maintenance, and utilization of all facilities shall be accomplished in accordance with established JSC and NASA Headquarters procedures. More specific assignments and agreements are noted in Section 6.0, Organizational Responsibilities.

4.0 REFERENCES

- a. NPG 8820.2C, Facility Project Implementation Handbook
- b. NPG 8831.2C, Facilities Maintenance Management
- c. JMI 8820.2L, Facility Construction, Rehabilitation, Modification, and Repair
- d. JHB 5151.2A, JSC Support Contractor Procedures and Guidelines

5.0 DEFINITIONS

- 5.1 Configuration Control -The process of controlling all changes, modifications, and additions to buildings, utility systems, and other equipment by means of authorized approval and adequate documentation.

- 5.2 Logistics Function - The process of stocking adequate spare parts and expendable materials to ensure operating continuity.
- 5.3 Collateral Equipment - Those systems which are considered necessary for the basic, normal facility functions, and which are an integral part of the physical plant and inseparable there from.
- 5.4 Facility Work Request (JSC Form 930) - Standard form used to request facility design, construction, rehabilitation, modification, and repair providing the cost estimate does not exceed \$500,000.
- 5.5 Work Control Center (WCC) - The organizational unit designated to receive requests for service, repair, or replacement of equipment that malfunctions or fails during operation.
- 5.6 Real Property - The land, buildings, structures, utility systems, and improvements and appurtenances thereto, permanently annexed to land. The term real property also includes installed collateral equipment.

6.0 ORGANIZATIONAL RESPONSIBILITIES

- 6.1 The Center Operations Directorate (JA), will provide the following support:
- a. Spare parts for buildings, facilities, and systems assigned to JA in the Appendix 1.
 - b. Rigging and transportation support, when available.
 - c. Office furniture, when available.
 - d. Office equipment and related property, and its maintenance on an as available basis.
 - e. Keys to the facility.
 - f. Badges and vehicle decals. Criminal background checks on SFEI employees and applicants for employment.
 - g. Routine solid waste (trash) pickup.
 - h. Design and construct new or modify existing facilities, including its collateral equipment. This includes managing technical feasibility studies, developing any required justifications and funding requirements, obtaining any required approvals, managing costs and schedule activities, providing oversight of contractor activities, and assuring technical acceptability of such projects.
 - i. Operate utility systems and other systems as defined by this document (see Appendix 1).
 - j. Develop and implement a maintenance program for the Government-provided collateral equipment and facilities.
 - k. Plan and execute all utility outages in conjunction with utility requirements for other facilities at JSC. Prior notification and authorization will be the normal procedure.
 - l. Grounds keeping, with exception of the fenced area and flowerbeds. This includes mowing outside the fenced area at least once per month.

- m. Animal control, including the area within the fenced area and under/around the facility.
- n. Other support functions as listed in Appendix 1.
- o. Scheduled building janitorial/custodial services and associated supplies as indicated in Appendix 2.
- p. Pickup of hazardous chemical wastes and other regulated wastes, including cafeteria grease trap wastes, as may be necessary from facility.
- q. Emergency Spill Response for the containment and cleanup of chemical spills /releases and other regulated wastes.
- r. Periodically inspect the facility, equipment, cafeteria grease traps(s), and premises for environmental compliance, and evidence of emissions, discharges, leaks, spills/releases requiring corrective action.
- s. Accompany all federal, state, and local environmental regulatory personnel during inspections of the facilities.
- t. Review, comment, and provide signature concurrence on drawings and specifications for proposed major modifications to the facility, minor modifications with environmental impact (air-water-soils), and additions or equipment modifications with environmental impacts.
- u. All required notifications and all applications for permits required to Federal, State, and Local (county/city) regulatory agencies.

6.2 The Safety, Reliability, and Quality Assurance Directorate (NA) will provide the following support:

- a. Review and provide signature concurrence on drawings and specifications for proposed major modifications to the facility.
- b. Consultation on the operation and maintenance of assigned safety equipment lists and systems and assist in the determination that proper safety, health, and environmental controls are formulated and implemented as well as emergency planning and response support.
- c. Review and provide signature concurrence on drawings and specifications for proposed major modifications to the facility.
- d. Operate and maintain assigned safety equipment and systems and ensure that proper safety controls are formulated and implemented.

6.3 The Information Systems Directorate (GA) will provide the following support:

- a. Information systems equipment and its maintenance on an as available basis.
- b. Mail pickup and delivery.
- c. Printing plant services.

6.4 Space Family Education Inc, (SFEI) is responsible for the following:

- a. Providing and maintaining non-collateral equipment.
- b. Lawn maintenance (mowing, fertilizing, weed control, etc.) inside of fenced area only. Maintenance of flowerbeds. Note: SFEI may from time to time, at their discretion, mow the lawn outside the fenced area as a supplement to JSC's scheduled maintenance program.
- c. Pest and rodent control within the building and fenced areas.
- d. Replacement of interior light bulbs that can be reached from a 6-foot ladder.
- e. All information necessary for the timely submittal of all regulatory applications, permits licenses, certifications and registrations, which may pertain to the design, construction, management, operation, maintenance, waste generation and disposal, closure, and restoration of the site upon the termination of the agreement.
- f. Complying with all Federal, State, and Local (county/city) zoning and land use restrictions as applicable to the activities proposed.
- g. Complying with all health, safety, and environmental regulatory operational requirements for the proposed activities.
- h. Reimbursing JSC for any waste/effluent disposal or associated transportation costs and/or penalties, fines, or sanctions issued as a result of SFEI's activities.
- i. Complying with any release or disposal requirements required by Governmental agencies.
- j. Prohibiting the storage of any hazardous wastes or chemicals on the premises.

7.0 PROCEDURES

7.1 Design and Construction

The procedures for initiating and accomplishing design and construction work in the facilities are explained in Sections 8.0 and 9.0. Each task must be reviewed for method of implementation as stated in those sections, as well as the Facility Project Implementation Handbook (NPG 8802.2C and JMI 8820.2L).

Emergency actions could circumvent the normal procedures for accomplishment. Verbal instructions, if necessary, will be supplemented later with work order requests. Temporary repairs will be replaced by permanent corrective installations.

7.2 Operations and Maintenance

JA, GA, and NA are responsible for operations and maintenance of the physical facility and of specific equipment in the facilities. Specific responsibilities are outlined in Appendix 1. Maintenance of the facility falls within two categories: Preventive Maintenance (PM) and Repair Maintenance (RM), as specified in NPG 8831.2C, Facilities Maintenance Management.

a. Preventive Maintenance (PM) - PM of the facility and the equipment and systems in the facilities will be performed by JA or NA on all systems as noted in Appendix 1. PM will normally consist of:

- (1) Lubrication
- (2) Adjustment or alignment
- (3) Calibration (control instrument calibration)
- (4) Replacement of parts (where PM task requires it).

b. Repair Maintenance (RM) - RM required on a system for which JSC is responsible will normally be performed by contractor crafts persons.

7.3 Configuration Control

a. The NA will be responsible for maintaining as-built drawings and configuration control for the fire systems.

b. All changes and additions to the buildings and basic utility systems will be authorized and documented by JA. As-built drawings of the buildings and utility systems will be maintained by JA. When field changes are made to the original design, the necessary information shall be incorporated into the as-built drawings.

8.0 MODIFICATION, CONSTRUCTION, AND REHABILITATION PROJECTS ESTIMATED TO COST LESS THAN \$500,000

8.1 This category of work will be submitted in accordance with JMI 8820.2L. The requester may be either SFEI personnel or JA personnel. The requester shall adequately justify the need for such work on the form.

8.2 JA shall review each JSC Form 930 request with regard to:

- a. The necessity and desirability of the proposed project
- b. The relative priority, which should be assigned to each project
- c. The proper allocation of funds.
- d. Availability of funds for the project.

9.0 MODIFICATION, CONSTRUCTION, AND REHABILITATION PROJECTS ESTIMATED TO COST IN EXCESS OF \$500,000

This category of work must be fully documented and appropriately approved as a Construction of Facilities (CoF) project (reference JMI 8820.2L). Projects in this category require NASA Headquarters approval. JA shall provide the appropriate JSC review, documentation, and coordination for NASA Headquarters approval.

APPENDIX 1

CHILD CARE CENTER, BUILDING 211

System	Description	Responsible Organizations			
		JA	GA	NA	SFEI
1.0 BUILDING					
	Utilities and collateral equipment:	O, RM, PM, L			
1.1 EXTERIOR					
	Parking lots, walks, building structure, lighting:	RM, PM, L			
1.2 INTERIOR					
	Walls, Doors, carpet, cabinets, HVAC, plumbing, lighting (repair only):	RM, PM, L			
	Replacement of light bulbs/tubes that cannot be replaced from an ordinary 6-foot ladder:	RM, PM, L			
1.3 NONCOLLATERAL EQUIPMENT					
	Washer, Dryer, Kitchen equipment, iceboxes, microwaves, playground equipment:				O, RM, PM, L
1.4 CUSTODIAL					
	Solid waste disposal service:	O, RM, PM, L			
	Scheduled building custodial service (See Appendix 2):	O, RM, PM, L			
	Removal of cafeteria grease trap waste:	O, RM, PM, L			
1.5 LANDSCAPING					
	Landscape maintenance and drainage:	RM, PM, L			
	Tree care:	RM, PM, L			
	Grounds maintenance within the fenced area and maintenance of flower beds:				RM, PM, L
1.6 PEST CONTROL					
	Exterior except fenced playgrounds:	RM, PM, L			
	Interior and fenced playgrounds:				RM, PM, L
1.7 ANIMAL CONTROL					
	Interior & exterior to the fenced playgrounds and underneath and around the facilities:	RM, L			

APPENDIX 1

CHILD CARE CENTER, BUILDING 211 (Continued)

System	Description	Responsible Organizations			
		JA	GA	NA	SFEI
1.8 FIRE SYSTEM	Alarms, sensors, and deluge; Routine fire safety inspections:			RM, PM, L, O PM, L	
1.9 INFORMATION SYSTEMS	Equipment, maintenance, and networking: Printing and mail service:		O, L, RM, PM, O, L		

LEGEND

O Primary responsibility for operation - not necessarily the only operators,

PM Preventive Maintenance - This can be traditional PM or the operational maintenance that is performed by the user and customer more to manufacturers' specification and elapsed time. This responsibility includes that of maintaining a Class I pressure vessel approval.

RM Repair Maintenance - Traditional repair and return of the equipment to an operational mode following an unplanned outage or a breakdown. Also includes repair of facility and equipment discrepancies.

L Logistics Support - Responsibility for obtaining parts and supplies required to perform maintenance.

APPENDIX 2

SCHEDULE OF ROUTINE CUSTODIAL SERVICES PROVIDED BY JSC FOR BUILDING 211--JSC CHILD CARE FACILITY

SERVICE #	TASK DESCRIPTION	FREQUENCY
RS1	Dust mop or sweep hard floors, perform mirror/glass cleaning in areas with hard floors	Five times per week
RS5	Vacuum all carpets, perform mirror/glass cleaning in areas with carpeted floors	Five times per week
RS7	Clean/service restrooms, medical offices, labs and perform dispenser service	Five times per week
RS9	Solid waste removal, replace liners if necessary	Five times per week
RS10	Clean/disinfect/polish drinking fountains/wash stations	Five times per week
RS11	Clean entrance mats, sweep outside entrances and steps leading to the building	Five times per week
RS14	Machine scrub all restroom floors	One time per month
RS17	Low dusting/cleaning	One time per week
RS20	Stripping, sealing, waxing/finishing floors	One time per month
RS21	Shampoo (carpet/rugs)	One time per month
RS26	Long term supplemental waste removal (dumpster service)	Five times per week